

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
*Southern Division***

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Plaintiff,

v.

TIMOTHY OLIVER, *et al.*

Defendants.

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Case No.: 1:15-cv-02140 ELH

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**PLAINTIFF STATE FARM FIRE AND CASUALTY COMPANY’S MOTION FOR
ENTRY OF DEFAULT JUDGMENT AGAINST DEFENDANT MINDY ALICE SPERLING**

Plaintiff, State Farm Fire and Casualty Company (“State Farm”), by undersigned counsel, Craig D. Roswell and Niles, Barton & Wilmer, LLP, and pursuant to Rule 55(b)(1) of the Federal Rules of Civil Procedure, hereby files this Motion for Entry of Default Judgment against Defendant, Mindy Alice Sperling and in support thereof states as follows:

1. On July 22, 2015, Plaintiff State Farm filed a Complaint for Declaratory Judgment against Defendants pursuant to 28 U.S.C. § 2201 seeking to have this Honorable Court declare that State Farm had no contractual obligation under the State Farm Policy to defend or indemnify its insured, Mindy Alice Sperling (“Sperling”), stemming from injuries Sperling sustained at the hand of Co-Defendant, Timothy Oliver, on or about August 4, 2014, at his home located at 6060 California Circle, Apt. 102, Rockville, Maryland 20852, ECF No. 1.

2. Sperling was served by private process on August 17, 2015. ECF No. 9. Sperling was directed to file a responsive pleading on or before September 8, 2015.

3. On September 25, 2015, State Farm filed a Request for the Clerk's Entry of Default pursuant to Rule 55 (a) of the Federal Rules of Civil Procedure. ECF No. 11.

4. On September 29, 2015, the Clerk entered an Order of Default as to Sperling. ECF. No. 13.

WHEREFORE, for the reasons fully set forth above, State Farm respectfully requests that this Honorable Court:

A) Grant this Motion;

B) Enter Default Judgment against Defendant Sperling;

C) Declare that State Farm Fire and Casualty Company has no contractual obligation to compensate, in any manner, Defendant, Mindy Alice Sperling in any suit or claim that might arise, including Case Numbers 397224-V or 125857-C currently pending before the Circuit Court of Montgomery County, stemming from injuries Sperling sustained at the hand of Co-Defendant, Timothy Oliver, on or about August 4, 2014, at his home located at 6060 California Circle, Apt. 102, Rockville, Maryland 20852, under State Farm Policy Number 20-BR-C413-9 ; and

(D) Grant any further relief as this Court deems appropriate under the circumstances.

Respectfully submitted,

/s/ Craig D. Roswell

Craig D. Roswell, Esquire (09529)

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Attorney for Plaintiff,

State Farm Fire and Casualty Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of October, 2015, a copy of the foregoing Motion for Entry of Default Judgment at to Defendant, Mindy Alice Sperling was filed by CM/ECF and was mailed, postage prepaid, first class mail, to:

Ronald L. Schwartz, Esq.
4907 Niagara Road, Suite 103
College Park, Maryland 20740
Attorney for Defendant, Timothy Oliver

and mailed first class postage prepaid to:

George P. Patterson, Esq.
Reinstein, Glackin, Patterson & Herriott, LLC
17251 Melford Boulevard, Suite 108
Bowie, Maryland 20715
Attorneys for Defendant, Mindy Alice Sperling

Mindy Alice Sperling
106 Knights Corner
Stony Point, New York 10980

/s/ Craig D. Roswell

Craig D. Roswell